

# **SOLICITATION AmeriCorps VISTA Health Benefits Administration**

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## **SECTION A - SOLICITATION/CONTRACT FORM**

### **A.1. GENERAL INFORMATION**

Section L of this solicitation contains important information about the preparation of proposals for this procurement. Offerors are expected to examine the schedule and all instructions and to furnish the information required by this RFP.

### **A.2. ISSUING OFFICE**

This RFP is issued by the Office of Procurement Services for the Corporation for National and Community Service, (CNCS) which is the only point of contact for this procurement. Proposals and any inquiries concerning this solicitation must be submitted in writing to the following:

Corporation for National and Community Service  
Office of Procurement  
Attn: Ada Hage, 8401-A  
1201 New York Ave., NW  
Washington, DC 20525  
[ahage@cns.gov](mailto:ahage@cns.gov)

All proposals MUST be labeled as follows:

**Mailroom: DO NOT OPEN (RFP CNSHQ14R0005)**  
Deliver Directly to 8401-A

Proposals which are hand-carried should be delivered DIRECTLY to 8100.

### **A.3. RECEIPT OF PROPOSALS AND LATE SUBMISSIONS**

Proposals, including modifications, received at the issuing office after the closing date and time specified on the cover page of this solicitation will be considered as late submissions and will not be considered.

As used in the referenced FAR provision entitled "Late Submissions, Modifications, and Withdrawals of Proposals", the term mail does not include materials sent by means of express delivery services other than the U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee. Proposals submitted by means of express delivery services other than the U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee will be considered the same as hand-carried submissions.

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### **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

#### **B.1. SCOPE OF CONTRACT**

The Contractor shall provide all personnel, supplies, services, and facilities necessary to provide for the administration of the Corporation for National and Community Services Health Benefits Program in accordance with Section C.

#### **B.2. COMPENSATION**

**a. Administrative Support Services** – Compensation for providing Administrative Support Services as stated in Section C, will be as follows:

- Member Fee- The contractor will be compensated with a monthly flat rate fee for all costs incurred and fees not covered as reimbursable.
  - FISMA Compliance
  - Technology/website Support
  - Subrogation Services
  - Utilization Management
  - Claims Administration
  - Customer Service Support
  - Training Support

Item No. (A)	Years (B)	Administrative Support Services Cost (should include cost for all admin support of this contract) (C)	Unit (D)	Months (E)	Monthly Amount (F)
<b>CLIN</b>	<b>DESCRIPTION</b>		<b>UNIT</b>		
0001	Base Year	\$	LOT	12	\$
0002	OY One	\$	LOT	12	\$
0003	OY Two	\$	LOT	12	\$
0004	OY Three	\$	LOT	12	\$
0005	OY Four	\$	LOT	12	\$
<b>TOTAL PRICE</b>			\$		

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**Direct and Other Direct Costs** – the Contractor will be reimbursed for any allowable other direct cost (ODC) to include:

- Actuarial Services
- Member Benefits Guide
- Materials and Supplies
- Postage

Direct and Other Costs	Direct and Other Costs	Actuarial Services	Benefits Guide	Travel	Other Direct Costs (Materials, Supplies, Postage)	Amount
<b>CLIN</b>	<b>DESCRIPTION</b>					
	Base Year					\$
	OY One					\$
	OY Two					\$
	OY Three					\$
	OY Four					\$
<b>TOTAL PRICE</b>						\$

**b. Health Benefits** – Compensation for providing Health Benefits; the contractor shall be reimbursed for the following authorized direct costs incurred:

- Hospital Benefits as described in Section C
- Medical Benefits as described in Section C
- Prescription Benefits as described in Section C
- Network Fees as described in Section C

Please outline all fees and/or other pass-through costs for the health benefits program. Please note this is a sample and may be accompanied by supportive documentation.

Health Benefits	Health Benefits	Prescription Benefit Costs/Fees	Network Costs/Fees	Other	Amount
<b>CLIN</b>	<b>DESCRIPTION</b>				
	Base Year				\$
	OY One				\$
	OY Two				\$
	OY Three				\$
	OY Four				\$
<b>TOTAL PRICE</b>					\$

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**c. HEALTH BENEFITS GUIDE** – Compensation for providing a Semi-Annual Health Benefits Guide as stated in Section C, will be as follows:

1. Direct Labor – The Government will pay for direct labor hours provided by the Contractor, pursuant to the fixed negotiated rates which include wages, indirect costs, general and administrative expenses, and profit, as specified below.

<b>Category of Personnel</b>	<b>Hourly Rate</b>
<b>Base Contract Period:</b>	
Project Manager	\$
Support Staff	\$

<b>Option Period One:</b>	
Project Manager	\$
Support Staff	\$

<b>Option Period Two:</b>	
Project Manager	\$
Support Staff	\$

<b>Option Period Three:</b>	
Project Manager	\$
Support Staff	\$

<b>Option Period Four:</b>	
Project Manager	\$
Support Staff	\$

2. Other Direct Costs – The Contractor will be reimbursed for any allowable other direct cost (ODC) including, if applicable, a reasonable and allocable material handling cost according to the Contractor's usual accounting practices consistent with Subpart 31.s of the FAR. No profit will be paid on ODC's.

- Materials and Supplies
- Postage

### **B.3. INCREMENTAL FUNDING**

For the purposes of payment, pursuant to the "Limitation of Funds" clause, the total amount allotted by the Government to this contract is \$ \_\_\_\_\_. The above allotment covers the period from: \_\_\_\_\_ through \_\_\_\_\_.

### **B.4. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTACT (MAR 00)**

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A. The government may extend the term of this contract by written notice to the Contractor within at least five (5) days; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

B. If the Government exercises this option, the extended contract shall be considered to include this option provision.

C. The total duration of this contract, including the exercised and any options under this clause, shall not exceed sixty (60) months.



## **SOLICITATION AmeriCorps VISTA Health Benefits Administration**

### **SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

#### **C.1. INTRODUCTION**

The Government intends to procure contractor services that will administer a healthcare benefits program for the Corporation for National and Community Service (CNCS) in an efficient and timely manner for up to 7,000 AmeriCorps VISTA members throughout their period of service. The actual number of members is dependent on CNCS's appropriation from Congress however on average 5,500 AmeriCorps VISTA members serve per month. CNCS requires assistance from the contractor for one base year with four option years (to include an additional six months for a transition period) in managing the cost of this health benefits program on a day-to-day and long-term basis (as outlined throughout this SOW). The contractor must be able to provide:

- The staffing, supervision, supplies, services, materials, equipment, facility, and other infrastructure required to manage the benefits administration to AmeriCorps members;
- Excellent project management and quality controls;
- Excellent customer service with qualified, experienced staff in the healthcare field and with the Affordable Care Act (to include an understanding of the workings of the federal and state-based Health Insurance Marketplaces and other health care options available to members);
- A Preferred Provider Organization (PPO) or similarly effective network arrangement throughout the United States and United States Territories;
- Access to a pharmacy network throughout the United States and United States Territories (with access to an optional mail-order prescription service for maintenance/non-critical medications);
- FISMA Compliance or have the ability to become FISMA Compliant;
- Compliance with the Health Insurance Portability and Accountability Act (HIPPA);
- Compliance with all CNCS Security Policies – specifically, a Public Trust Minimum Background Investigation (MBI) is required for privileged access users (e.g., network administrators, system administrators, database administrators, etc.) and all individuals who have access to member Personally Identifiable Information (PII);
- Quality administrative services through a cost competitive strategy which may include:
  - Multiple Preferred Provider Organizations (PPOs) or Networks;
  - Wrap Service Nets;
  - Negotiation of Claims (for claims over a certain threshold amount);
  - Coordination of medical and pharmacy benefits.
- All other requirements as outlined in this Statement of Work.

The contractor will be required to sign a Conflict of Interest Statement to confirm their independence. CNCS reserves the right to approve the primary PPO network selected by the contractor.

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**Due to the nature of the Affordable Care Act, changes in CNCS's policies, procedures, and guidelines are subject to change without notice; therefore, CNCS reserves the right to modify the terms of this contract and Statement of Work (SOW) at any time.**

### **C.2. BACKGROUND**

The Corporation for National and Community Service is the federal agency responsible for domestic volunteer programs. Members of AmeriCorps are engaged in a term of national service and earn a small living allowance and education award. **The majority of members live at the poverty level during their term of service.**

#### **AmeriCorps VISTA**

AmeriCorps VISTA is the national service program designed specifically to fight poverty. Founded as Volunteers in Service to America in 1965 and incorporated into the AmeriCorps network of programs in 1993, VISTA has been on the front lines in the fight against poverty in America for more than 45 years. VISTA members commit to serve full-time for a year at a nonprofit organization or local government agency, working to fight illiteracy, improve health services, create businesses, strengthen community groups, and much more. VISTA members serve throughout the United States and U.S. territories.

You will find additional information on the background of AmeriCorps and the Corporation for National and Community Service at the following website:

<http://www.americorps.gov/>.

#### **Diverse needs of AmeriCorps VISTA Members**

All VISTA members are eligible for healthcare coverage during the time they are actively in service with AmeriCorps. VISTA may have up to approximately 7,000 members utilizing the healthcare benefit on an annual basis with an average of 5,500 members utilizing the benefit per month. The actual number of members is dependent on CNCS's appropriation from Congress.

Each year and throughout the year, members leave and new members begin service. Member enrollment occurs several times throughout the year with the biggest/peak occurring during the August through October and January through February timeframes. Although some members serve beyond one year (by signing up for a new and often consecutive term of service), most do not and therefore **each year, there is a large group of those new to the program (and to the AmeriCorps health benefits program) who will call with questions about healthcare systems, their benefits, the claims process, unpaid bills, etc.**

**Members require patience and careful handling. CNCS considers customer service to be very important and expects the contractor to provide answers accurately,**

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**promptly, politely, patiently, and thoroughly**, with information sufficient for the member to understand what is required of them.

Members earn a small living allowance and education award and most live at the poverty level during their term of service which can make the experience of obtaining healthcare coverage and covering the costs of healthcare premiums, co-pays, and deductibles, a challenge and financial burden.

### **AmeriCorps VISTA Members and the Affordable Care Act**

The Affordable Health Care Act (ACA) reform was signed into law in 2010 and ensured that healthcare benefits are made available to all U.S. Citizens. Its implementation on January 1, 2014 requires most Americans (to include AmeriCorps VISTA members) to have and maintain ACA compliant healthcare coverage, unless they meet legal requirements to qualify for an exemption<sup>1</sup>.

For members who are required by law to have compliant coverage during their term of service, options available for acquiring and maintaining compliant coverage include:

- **Family healthcare coverage:** members who are 26 or younger and on a parent's plan, or married and covered by a spouse's plan, may continue this coverage;
- **Healthcare coverage purchased through the Health Insurance Marketplace (state or federal).** AmeriCorps VISTA members are eligible for a special enrollment period<sup>2</sup> (members have 60 days from their start of service and 60 day from the conclusion of service) to sign-up for healthcare coverage;
- **Healthcare coverage purchased through a private insurance broker;**
- **Medicaid, Medicare healthcare coverage or military healthcare benefits.**

**Due to the nature of the Affordable Care Act, changes in CNCS's policies, procedures, and guidelines are subject to change without notice. Therefore, CNCS reserves the right to modify the terms of this contract and Statement of Work (SOW) at any time.**

Health Care reform through the Affordable Care Act has necessitated a shift in the way CNCS structures and administers its health benefits program for AmeriCorps VISTA members. Currently, AmeriCorps VISTA members are provided with a basic health benefits package covering expenses for most emergency, medical, surgical, hospitalization and prescription drug needs a member could have during their service term. Members pay no premiums for the benefits and have very low (and in most circumstances no) cost-sharing expenses, however this plan does not meet Minimum Essential (MEC) Coverage standards as outlined in the Affordable Care Act (as it excludes coverage for pre-existing conditions and some preventative services). For more

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<sup>1</sup> <https://www.healthcare.gov/exemptions/>

<sup>2</sup> <http://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/SEP-and-hardship-FAQ-5-1-2014.pdf>

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information on the current plan, please see:  
<http://www2.sevencorners.com/ameriCorps/member-guide/> .

Through this procurement, CNCS will offer a health benefits program (to be fully implemented January 1, 2015) to include:

- A supplemental healthcare reimbursement program that will cover cost-sharing associated with Minimum Essential Coverage MEC<sup>3</sup> benefit services (up to \$6,350.00<sup>4</sup> per member per service year unless otherwise directed by the COR) for members who are legally required to have compliant coverage and demonstrate that participation in an ACA-compliant health insurance plan (at least bronze level coverage or higher) during their term of service; and,
- A self-funded basic health benefits plan for members who demonstrate they are legally exempt from having ACA compliant coverage during their term of service.

For specific information on health benefits program design and benefits, see section C.8.

### **C.3. CUSTOMER SERVICE**

Each year and throughout the year, members leave and new members begin service. Although some members serve beyond one year, most do not and therefore **each year, there is a large group of those new to the program who will call with questions about healthcare systems, their healthcare options, their benefits, the claims process, unpaid bills, etc.** While members undergo training to include orientation to their health benefits, **many will be unfamiliar with benefit terms; the process for submitting claims; navigating throughout PPO networks; and Pharmacy networks. Members may also be unfamiliar with the United States healthcare systems. Members will require patience and careful handling.** Peak times for member start-up occur several times throughout the year with the biggest occurring during the August through October and January through February timeframe.

**CNCS considers customer service to be very important and expects the contractor to provide answers accurately, promptly, politely, patiently, and thoroughly, with information sufficient for the member to understand what is required of them.**

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<sup>3</sup> AmeriCorps Benefits exclude coverage for pre-existing conditions, routine laboratory services, dependents, pediatric services, and services that are not medically necessary (elective services are not covered).

<sup>4</sup> <https://www.healthcare.gov/glossary/out-of-pocket-maximum-limit/>

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### **C.4. MEMBER ELIGIBILITY**

#### **AmeriCorps VISTA**

All VISTA members are eligible for coverage by the AmeriCorps health benefits program during the time that they are actively serving. VISTA may have up to 7,000 members utilizing the benefit annually during the life of this contract with an average of about 5,500 members utilizing the benefit per month. Dependents or other family members of members are not covered by the healthcare program.

Upon entry into the program, members will be required to certify that they understand requirements to comply with the law and that one of those requirements is to hold/maintain health insurance coverage through their term of service if they are legally required to do so, unless they are legally exempt. Members will be notified at this time that they will be required to provide verification of creditable coverage or verification they are exempt from having credible coverage. Members will certify that they understand that all costs that fall outside of the AmeriCorps Health Benefits Plan will be the responsibility of the member.

Member usage of this benefit program may change during their term of service; participation will depend on the member's individual circumstance and a member's individual responsibility by law to have and maintain ACA Compliant Healthcare Coverage or to qualify for an exemption from having compliant healthcare coverage.

Understanding member eligibility requirements, monitoring changes in eligibility, determining which portion of the AmeriCorps Health Benefits Plan will apply to a particular member, and reporting changes in eligibility to CNCS, will be the responsibility of the contractor.

Through this procurement, CNCS will offer a health benefits program (to be fully implemented January 1, 2015) to include:

- A supplemental healthcare reimbursement program that will cover cost-sharing associated with Minimum Essential Coverage MEC<sup>5</sup> benefit services (up to \$6,350.00<sup>6</sup> per member per service year unless directed otherwise by the COR) for members who are legally required to have compliant coverage and demonstrate participation in an ACA-compliant health insurance plan (at least bronze level coverage or higher) during their term of service; and,
- A self-funded basic health benefits plan for members who demonstrate they are legally exempt from having ACA compliant coverage during their term of service.

The AmeriCorps health benefits program is primary to Medicaid, Medicare, and Military benefits. The AmeriCorps health benefits program is secondary to all

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<sup>5</sup> AmeriCorps Benefits exclude coverage for pre-existing conditions, routine laboratory services, dependents, pediatric services, and services that are not medically necessary (elective services are not covered).

<sup>6</sup> <https://www.healthcare.gov/glossary/out-of-pocket-maximum-limit/>

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private/commercial health insurance plans. Coordination of medical and prescription benefits shall be handled by the contractor.

With the January 1, 2015 implementation date, currently serving VISTA members will need to be transitioned into this health benefits program from the current health benefits program. Members actively serving in VISTA prior to January 1, 2015 will be grandfathered in and be able to remain on the self-funded basic health benefits plans. Transition support from the current plan and incumbent will be the responsibility of the new contractor.

### **C.5. ADMINISTRATION OF PROGRAM**

The contractor is responsible to provide the following:

#### **1. Member Access to Information**

- a. A toll-free number for members to call into (phone access and an email address shall be available for the hearing impaired);
- b. A telephone system that is equipped with an automatic call distribution (ACD) system;
- c. An after-hours telephone message system must be in operation where detailed messages can be left on the system;
- d. The telephone system shall have instructions available in Spanish;
- e. Telephone calls shall be returned within 24 hours during normal business hours;
- f. Customer service representatives (CSRs) shall be available during the core hours of 9:00 am to 6:00 pm EST, Monday through Friday to handle inquiries;
  - i. At least one customer service representative fluent in Spanish must be available daily during core hours;
  - ii. Customer service representatives knowledgeable in the Affordable Care Act and the workings of the state/federal marketplaces must be available to provide support to members in navigating the exchanges and applications for coverage and/or exemption;
  - iii. Customer service representatives knowledgeable in the Federal Employment Compensation Act (FECA) and AmeriCorps eligibility for FECA support (only after service is completed) must be available to work with insurers who attempt to deny work-related injuries for active members.
- g. A tracking/ticketing system (approved by CNCS that):
  - i. Manages calls and inquiries, ensures that calls are logged and responded to in accordance with the timeframes listed in this SOW, and
  - ii. Contains access to member data, claims information, and other healthcare coverage information to allow the CSRs to respond to inquiries;

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- h. A secured and dedicated fax line must be available to applicants, providers, and other interested parties to submit claims and documentation;
- i. A dedicated email address must be available for members, providers and other interested parties to contact the CSRs and contractor's staff with questions;
- j. A developed/designed website must be available with a mobile platform (approved by CNCS) that shall be:
  - i. Available to members, providers and other interested parties;
  - ii. Secure and operational within 60 days after contract award;
  - iii. Compliant with Section 508 of the Rehabilitation Act;
  - iv. Outlines member eligibility requirements (as it pertains to location and member's exemption from or requirement for ACA compliant healthcare coverage), benefits plan description (via a Member Health Care Guide developed by the contractor which shall be available within 60 days of contract award), coordination of benefits information, provider network information and search function, pharmacy network information and search function, forms (developed by the contractor), state/federal exchange contact information and links, important links and resources to support member's medical health needs, contractor, contact information (for the contractor and other important contacts), etc.;
  - v. The website shall be easy to navigate to ensure that members, providers and other interested parties can easily find the information outlined in the section above and include search functions, tabs and highlighted links;
  - vi. Include a system/component that will allow members and providers to submit and track claims, claim reimbursements, and other supportive documentation electronically and online, to include the submission of supportive documentation;
  - vii. Include a mobile 'chat' function to allow members to securely receive customer service support from CSRs;
  - viii. Shall use standard web security such as SSL and 128 bit encryption to secure the transfer of information over the network;
  - ix. Complies with Health Insurance Portability and Accountability Act (HIPPA).
- k. Forms and Documentation – the contractor shall make available to each member the following fillable forms and documentation (at a minimum) electronically and online in order to utilize this benefit and the services outlined in this SOW. All forms must be approved by CNCS before distribution and must be made available 60 days from contract award:
  - i. Health benefits-enrollment packet;
  - ii. Member Health Care Guide (in both English and Spanish) that explains the program, the benefits covered, all specific exclusions and any other information necessary to fully and clearly explain the coverage;

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- iii. Other Health Care Coverage Form (to capture information on any other health care coverage the member may have);
- iv. PPO/Network/Pharmacy Network Directories;
- v. Information on Mail Order Prescription Drug Services;
- vi. Accident/Injury Form;
- vii. Waiver of Coverage Form;
- viii. Release of Information Form;
- ix. Explanation of Benefits (EOB) Form – EOB forms for all claims shall be made available to members; however, at the contractor's discretion, EOBs may be eliminated for claims which have been paid in full;
- x. Hard copies of the above shall be provided to members when requested.

### **2. Enrollment, Termination and Certification of Members in healthcare benefits program:**

The contractor shall maintain enrollment, termination, and certification services for all members in the healthcare program.

- a. Consistent with the requirements of FISMA and CNCS security policies and training requirements, CNCS will make available to the contractor within 30 days of the signing of the contract:
- b. CNCS Network Accounts to all customer service representatives who comply with all CNCS Security Policies ([http://www.nationalservice.gov/sites/default/files/upload/IAP\\_082112\\_Final%20Public.pdf](http://www.nationalservice.gov/sites/default/files/upload/IAP_082112_Final%20Public.pdf)) and have successfully completed CNCS computer security and privacy training and Compliance with all CNCS Security Policies (specifically, a Public Trust minimum Background Investigation MBI is required for privileged access users (e.g., network administrators, system administrators, database administrators, etc.) and all individuals who have access to member Personally Identifiable Information (PII); and
  - i. Access to the My AmeriCorps Portal through the assignment of a contractor user role in the system;
  - ii. The purpose for granting access to the CNCS Network and My AmeriCorps Portal is to allow the contractor to verify member eligibility to include: service dates, SSN, addressees, and the other information required to complete the application.
- c. If the contractor is not compliant with FISMA at the time of the signing of the contract, a detailed plan with specific dates to become compliant will be required. Access to the CNCS network and My AmeriCorps Portal are contingent upon the contractor's compliance with FISMA and CNCS computer security and privacy training requirements.
- d. The contractor shall be notified of member eligibility via an 'eligibility data file' which shall be encrypted and transmitted electronically on a daily basis to include: member start dates, termination dates, DOB, gender, termination date, etc.; additionally the contractor may verify eligibility through access into



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the My AmeriCorps Portal (a CNCS network utilized to track and maintain member data).

### 3. **Claims Processing System:**

The contractor shall provide a claims processing system that contains complete definitions of all coverage in the Health Benefits Program (benefits are outlined below in 'Plan Design' section) to facilitate the application of benefits in a timely, efficient manner. Below is a sample of past work processes; however, the contractor may provide their own efficient approach for claims processing.

#### a. **Claims Processing Time** - Claims shall be processed according to the following averages:

- i. Clean claims - ninety (90) percent within 14 days (clean claims are those for which all information necessary to make a decision on claim approval or denial has been received). The contractor will pay promptly the clean part of the claim that can be paid and set to pending the part of the claim for which more information is required;
- ii. Coordination of benefits claims - ninety (90) percent within 28 days (claims that are received for members who have other insurance); and
- iii. Ineligible claims - eighty-five (85) percent within 14 days (claims that are received for services that are not covered).
- iv. Direct Deposit Payment shall be an option for payment made available to all members who submit claims for personal reimbursement for covered services they have paid for.

#### b. **Coordination of Benefits Claims (COB) Processing –**

The contractor shall develop and provide a form to be completed by members to capture information on coverage for health care the member may have through some other plan.

- i. The information from the completed form shall be entered into the claims processing system. COB information shall be updated according to statements indicated by the members on his/her claim forms.
- ii. COB information must be verified annually (or more often as needed) through the use of an automatically generated form. If the form is not answered by the member within 30 days, a follow up form shall be sent. If the second form is not answered by the member within 30 days, claims shall be denied until the completed form has been received from the member unless approval otherwise is provided by the COR.
- iii. The claims processing system shall maintain all necessary information to automatically process claims involving coordination of benefits. The system shall refer to the members COB information stored on a single file. The file shall be referenced to determine if benefit payments need to be coordinated with another carrier, including Medicare, Medicaid and/or Military benefits.

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- iv. The claims processing system shall track the total costs paid out (and costs for denied claims) per member per service year and ensure that an excess of \$6,350.00 is not paid out on behalf of members demonstrating participation in an ACA compliant health insurance plan, unless otherwise approved by the COR.
- c. **Flagged Claims Processing-** The claims processing system shall flag claims received which exceed expected amounts.
  - i. Place tolerance limits on the type of claim, line of business (hospital versus physician), type of service (surgery versus office visit), or cause (work-related injuries);
  - ii. Claims shall be suspended for quality review if the dollar tolerance limits are exceeded;
  - iii. Flagged claims shall be reviewed for pre-payment accuracy on a daily basis by a claims processor;
  - iv. Flagged claims that fall outside of the AmeriCorps Health Benefits Program requiring approval (such as large claims for work-related injuries or claims that are for non-medically necessary/elective services) shall be brought to the attention of the COR for review and final approval/denial.
- d. **Pre-existing Conditions Claims Processing –**
  - i. Claims that may include charges for pre-existing conditions shall be identified by the claims processing system. Within the system, all diagnoses which could be related to a pre-existing condition shall be flagged.
  - ii. The system shall set to pending any claims that are entered with these possible pre-existing diagnoses.
  - iii. The contractor shall investigate the claim for a previous diagnosis, treatment of the condition, and the effective date of the contract.
  - iv. A claim identified with a possible pre-existing condition shall be examined by the claims processors. The claims processor shall examine the member's records to determine if the diagnosis on the claim is related to any previous cases for the same condition.
  - v. If a case is already being reviewed for the same diagnosis, the claims processor shall add this new information to the case.
  - vi. If the claim is a new pre-existing condition claim, the claims processor shall request medical documentation from the appropriate provider(s).
  - vii. When the medical documentation is received the claims processor shall determine if the diagnosis is pre-existing.
  - viii. The claim shall either be paid or denied based on the claims processor's analysis and based upon plan design. The claims processing system shall track the number of and value of claims rejected or denied for pre-existing conditions.

### **4. Subrogation Services:**

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The contractor shall perform subrogation services on all claims that indicate potential liability by other parties. All funds received by the contractor for subrogation services will be returned to CNCS. The contractor will reflect these funds in the vouchers for reimbursement.

### **5. Appeal Process:**

To resolve claim disputes, the contractor shall manage an appeals process where members may submit an appeal in writing or through a phone call to the toll-free number to the contractor.

- a. Once the Customer Service Representative (CSR) receives the call or written appeal, he or she shall research the question or concern; retrieve copies of the claim in question, and retrieve other pertinent information.
- b. Medical coding, benefit appropriateness, pricing, and patient historical data shall be verified and reviewed depending on the specific situation.
- c. Once a complete evaluation is made, the CSR shall notify the member of the outcome.
- d. If medical review is necessary, a nurse reviewer shall be assigned to the case. If a higher-level review is required, a physician consultant specializing in the services performed for the claim in question shall be assigned.
- e. The average time to respond to an appeal request shall be ten (10) calendar days from the receipt of the claim.

### **6. Internal Claims Audit:**

The contractor shall audit, on an annual basis through the claims processing system, an appropriate statistical sample of processed claims. The contractor shall also:

- a. Maintain a daily log of all transactions entered into the system;
- b. Track by bill line within the claim: claims processor; type of transaction; and record modification; and
- c. Track the date and time of the transaction.

### **7. Utilization Review Services:**

The contractor shall provide utilization review services to monitor the use, delivery, and cost-effectiveness of medical services to include:

- a. Pre-certification for Hospital Admission-  
This service shall be provided by the contractor after contract transition by using registered nurses to perform the utilization review function. The reviewers shall have online access to eligibility and plan design information and shall discuss with members seeking authorization for hospital admission the potential of claims payment denial due to an out-of-policy service (such as a non-medically necessary/elective service that is not MEC).
- b. If a member is out-of-area, or is admitted to a non-participating hospital (out of network), the member shall call the toll-free number to initiate review. If a member is admitted to a participating hospital (in network), it is the provider's responsibility to notify the contractor of the admission of the member.

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- c. The contractor shall certify the hospital admission but not automatically certify a set number of days. Instead, days shall be approved in increments based on the patient's condition, treatment plan, and other factors that can affect the length of hospitalization. A nurse reviewer shall continue to follow the case and certify days, as medically necessary. All cases shall be followed until the date of discharge. Typically, reviews shall be conducted telephonically. If necessary, the contractor shall conduct an on-site review to evaluate the treatment plan.
- d. Review staff with medical/surgical clinical experience shall conduct reviews of medical/surgical cases. Staff with clinical experience in mental health shall conduct reviews of mental health cases. Two distinct sets of accepted criteria and/or guidelines shall be used to review medical/surgical and mental health cases. If the admission does not meet the criteria for medically appropriate care, or if the nurse reviewer has any questions about medical appropriateness, the nurse reviewer shall refer the case to a physician advisor of the appropriate specialty. The physician advisor shall review the case, contact the attending physician for additional information, if necessary, and render a decision. All cases with questions, concerns or denials shall be reviewed and certified by a physician.
- e. The contractor's utilization review services office shall be on-line with the contractor's claims payment system. Information pertaining to utilization review and case management shall be automatically entered into the claims system and matched against claims prior to payment to ensure timely and accurate payment.

### **8. Actuary services:**

The contractor will provide professional actuary services for the purpose of estimating future health care costs and analyzing past costs.

### **C.6. NETWORK AND FORMULATION ACCESS:**

The contractor will ensure that at least 90% of all members will have access to one network primary care provider/hospital/mental health provider within 10 miles of an urban area. The contractor will ensure that at least 75% of all members will have prompt and timely access to one network primary care provider/hospital/mental health provider within 30 miles of a rural area. All hospitals serviced by the plan should be licensed and accredited.

#### **a. MEMBER COVERAGE:**

The contractor shall ensure that members are provided with the following:

- 1. Members shall be provided with twenty-four (24) hour daily coverage while in service;
- 2. Coverage shall be provided throughout each of the fifty (50) United States, the District of Columbia, and the United States territories (US Virgin Islands, Puerto Rico, Guam, American Samoa);

## **SOLICITATION AmeriCorps VISTA Health Benefits Administration**

3. Member coverage shall commence automatically on either the date of entrance into VISTA service or on the date of entry into training (Pre-Service Orientation – PSO) should a medical situation/issues necessitate AmeriCorps health benefits, whichever is earlier;
4. Member coverage shall terminate automatically at midnight on the date of the termination of service of the member or termination of this contract, whichever date is earlier;
5. Coverage can be waived by a member by signing a 'Waiver of Coverage' form (developed by the contractor);
6. The contractor shall be notified of member eligibility via an eligibility data file which shall be transmitted electronically and encrypted daily to include: member start dates, termination dates, DOB, gender, termination date, etc.; additionally, the contractor will have access to eligibility data through the My AmeriCorps Portal (see 'Administration of Program' for more information on eligibility data).

### **b. HEALTHCARE COVERAGE OPTIONS POST-SERVICE:**

The contractor shall provide all members (regardless of service completion date) with customer service support that allows for information sharing on the healthcare coverage options available to members upon completion of service with AmeriCorps, to include how to obtain their own healthcare coverage. The contractor shall ensure that the customer service representative are knowledgeable in the Affordable Care Act and can explain options available to members to include directing members to appropriate resources (such as state and federal healthcare exchanges) to obtain their own healthcare coverage and providing documentation on their AmeriCorps Health Benefits should it be required. Resources can be shared via the contractor's website and/or through other resources such as forms and the healthcare coverage guide.

### **c. CERTIFICATE OF COVERAGE:**

Upon completion of service and as requested, members shall receive a 'Certificate of Health Coverage' provided by the contractor. This certificate shall contain at a minimum:

1. Name of member;
2. Dates the member was covered (start date and termination date);
3. Name of the plan: AmeriCorps Health Benefits plan;
4. Date the certificate was issued.

### **d. VERIFICATION OF COVERAGE:**

The contractor will provide such verification of coverage as may be required by a member to comply with the rules or regulations to which they are subject. Verification shall be provided via a letter or form developed by the

## **SOLICITATION AmeriCorps VISTA Health Benefits Administration**

contractor. Verification of coverage documentation shall be provided to a member within two (2) business days of receipt of a request.

### **C.7. DELIVERABLES**

The Contractor shall provide all the personnel, supervision, supplies, services, materials, equipment, and facilities necessary to provide benefits to members. The contractor shall be responsible for ensuring that the work submitted is acceptable to CNCS, which reserves the right to reject any deliverable that, upon inspection, does not conform to the terms and conditions set forth in this SOW. The contractor shall comply with all dates for providing deliverables as outlined in this SOW.

- a.** Health benefits-enrollment packet (available online and within 60 days of contract award) consisting of:
  - i.** Member Health Care Guide (in both English and Spanish) - The contractor shall make available to each member a Member Health Care Guide that explains the program, the benefits covered, all specific exclusions and any other information necessary to fully and clearly explain the coverage. Hard copies will be provided to members when they request a copy.
  - ii.** Other Health Care Coverage Form (to capture information on any other health care coverage the individual may have);
  - iii.** PPO Directories;
  - iv.** Information on Mail Order Prescription Drug service;
  - v.** Accident/Injury Forms;
  - vi.** Waiver of Coverage;
  - vii.** Release of Information;
  - viii.** Explanation of Benefits (EOB) – EOB forms for all claims shall be made available to members; however, at the contractor's discretion, EOBs may be eliminated for claims which have been paid in full;
  - ix.** Hard copies of the above shall be provided to members when requested.
- b.** Member healthcare benefits materials (available online) to include:
  - i.** FAQ's;
  - ii.** Health care coverage card (hard copy); and
  - iii.** Medical Claim Forms.
- c.** Reports:

The contractor shall provide the following separate reports electronically (one each for VISTA, the COR, and the Office of Procurement Services (OPS)) for the time-frames specified below; reports are to be submitted to the COR no later than close of business (COB):

  - i.** Quarterly Claim Log Report – 10 days after the quarter ends: showing month of service and claim payment date. The claim log report should indicate the rate of clean claims processed within 14 days, the rate of COB claims processed within 28 days, and the rate of claims denied within 14 days;

## **SOLICITATION AmeriCorps VISTA Health Benefits Administration**

- ii. Quarterly Large Claim Report – 10 days after quarter ends: listing of the number of claims with costs in excess of \$10,000 and their costs;
  - iii. Monthly COB Report - 10 days after month ends: listing of members and the type of current healthcare coverage they hold (ACA-compliant coverage, Medicaid, Medicare, Military Benefits, other, none, or non-reponsive for members that have not provided information on other healthcare coverage);
  - iv. Monthly 'maximum benefit reached' Report providing a list of members who have reached the \$6,350.00 supplemental reimbursement - 10 days after the last day of the month;
  - v. Annual Internal Claims Audit Report - 10 days after contract year ends: including statistics of processed claims;
  - vi. Annual COB Report – 10 days after contract year ends;
  - vii. Annual Subrogation Report - 10 days after contract year ends;
  - viii. Annual analysis of network. The contractor will conduct an annual analysis of the network used to ensure that the prices paid by the Corporation are the most economical and that the network is the most practical for the program.
  - ix. Other/Ad Hoc Reports as required: the contractor will provide ad hoc reports when asked to do so by the COR;
  - x. The contractor will submit one copy in electronic format (Excel and/or Word).
- d. Monthly Financial Report – (1) each month, a financial management report shall be submitted and include: a summary of the expenditures during the month by program and by Fiscal Year; and (2) a summary of cumulative expenditures for the contract period per year by Program and by Fiscal Year. The report shall include the following:
- i. Health Benefits Direct Costs (include all medical and prescription claims costs, network fees, and other services fees not otherwise captured below);
  - ii. Administrative Support Services Costs (broken down further by specific cost as appropriate);
  - iii. Health Care Guide Costs;
  - iv. FISMA;
  - v. Actuary Costs;
  - vi. Travel;
  - vii. ODCs.

### **C.8 HEALTH BENEFITS PROGRAM DESIGN**

Coordination of benefits shall be handled as such:

- The AmeriCorps health benefits program is primary to Medicaid, Medicare, and Military benefits.
- The AmeriCorps health benefits program is secondary to all private/commercial health insurance plans.

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- Coordination of benefits shall occur for all medical and prescription benefits.

The supplemental healthcare reimbursement program that will cover cost-sharing associated with Minimum Essential Coverage MEC<sup>7</sup> benefit services (up to \$6,350.00<sup>8</sup> per member per service year) for members who are legally required to have compliant coverage and demonstrate participation in an ACA-compliant health insurance plan (at least bronze level coverage or higher) during their term of service. By law, the maximum out-of-pocket cost limit for any individual can be no more than \$6,350.00 per policy year to include cost of deductibles, coinsurance, copayments, or similar charges and any other expenditure required of an individual which is a qualified medical expense for essential health benefits; see <https://www.healthcare.gov/glossary/out-of-pocket-maximum-limit/> for more information. Reimbursement will not cover the costs associated with non MEC benefit services, non medically necessary, or elective medical services.

The self-funded basic health benefits plan for members (who demonstrate they are legally exempt from having ACA compliant coverage during their term of service) provides 100 percent coverage for covered services. Basic plan features are as follows:

1. Emergency Services - there is a \$25 deductible per emergency room visit with a waiver of the deductible if the member is admitted through the emergency room;
2. Inpatient hospitalization coverage is provided for a maximum of 21 days per member service year (and not more than 60 days of lifetime of service). A pre-certification process shall be required for all in-patient hospital stays. A \$300 penalty shall be applied to members if pre-certification is not obtained;
3. Outpatient Care – there is a \$5 co-payment for all doctor’s office visits;
4. Maternity Care;
5. Mental health services (both inpatient and outpatient) are provided however only three outpatient mental health visits are covered per service year for members where the mental health service is for a pre-existing condition;
6. Prescription Drugs:
  - a. Most prescription drugs will be covered under the program; at the time of award, a list of those NOT currently covered will be provided. Prescription drugs that will not be covered by the plan may change during the course of the contract.

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<sup>7</sup> AmeriCorps Benefits exclude coverage for pre-existing conditions, routine laboratory services, dependents, pediatric services, and services that are not medically necessary (elective services are not covered).

<sup>8</sup> <https://www.healthcare.gov/glossary/out-of-pocket-maximum-limit/>



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- b. For approved medications, a healthcare/pharmacy benefits card shall be used.
  - c. The contractor will ensure that:
    - i. Prescriptions will not be authorized and processed beyond 30 days after the termination date;
    - ii. More than two (2) prescriptions for controlled substances in a month shall require review and approval by the contractor;
    - iii. Members shall be assessed a \$0 co-payment when a generic prescription is used or when a name-brand prescription is used and there is no generic alternative for that prescription. Members shall be assessed a \$5 co-payment for each name-brand drug prescription used when there is a generic alternative for the prescription;
- 7. **The plan does not cover pre-existing conditions;** pre-existing conditions are those conditions that were diagnosed or treated prior to service (or before the effective date of health plan coverage);
- 8. **The plan does not cover pediatric Services or Dependent Coverage.**
- 9. Members shall be required to complete an 'Other Health Care Coverage' form to capture information on any other healthcare coverage the member may have; claims shall not be processed/paid (shall be denied) until the 'Other Health Care Coverage' form is received.
- 10. Coverage for members in US Territories where the ACA is not applicable: members serving in the US Territories will be offered the same plan as members serving in the states based on their requirement to have health insurance in the location in which they are serving (some territories are implementing programs with similar requirements of the ACA), unless directed otherwise by the COR.
- 11. Coordination of Benefits - the contractor shall manage the coordination of medical and prescription benefit process. The AmeriCorps health benefits program is primary to Medicaid, Medicare, and Military benefits. The AmeriCorps health benefits program is secondary to all private/commercial health insurance plans.
- 12. Coordination of Benefits for work-related injuries. AmeriCorps VISTA Members are considered employees of the federal government for purposes of coverage under the Federal Employees' Compensation Act (FECA). Coverage by FECA begins for AmeriCorps VISTA members after they are enrolled (sworn in) in the program. Benefits approved under FECA begin after termination from the program. Because approved FECA benefits begin after termination, some insurers may attempt to deny work-related injury claims. The contractor shall coordinate the processing of claims that are related to work injuries to include communication with insurers and providers.

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13. All plan changes to the above must come under the direction and approval of the COR.

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### C.9. CLAIMS<sup>9</sup> HISTORY AND MEMBER DEMOGRAPHICS

#### Claims (overall):

VISTA	Avg # Members	# Claims Processed	#Claims Paid	Medical Claims (paid)	Pharmacy (paid)	Total Benefits (Paid)
FY09	5,393	36,545	23,255	\$10,414,329.52	\$2,698,260.27	\$13,112,589.79
FY10	5,146	44,863	19,824	\$8,499,526.08	\$2,333,128.13	\$10,832,651.21
FY11	5,690	31,531	19,354	\$8,241,317.10	\$2,147,578.36	\$10,388,895.46
FY12	5,398	28,351	12,357	\$4,074,027.43	\$1,374,496.09	\$5,292,412.06
FY13	5,749	20,040	13,520	\$5,997,424.05	\$1,526,921.26	\$7,524,345.31

The above claims are based on pay date, not date of service.

#### Active VISTA Members Serving/Month:

Active VISTA Members Serving/Month	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep
FY09	5462	5485	5843	5599	5536	5417	5403	5689	5202	5040	4694	5347
FY10	4843	5167	4837	5104	5102	4651	4834	4814	4938	4807	6578	6075
FY11	5776	6310	5837	5699	5747	5487	5562	5270	5225	5773	6482	5106
FY12	4885	5485	4998	5048	5096	5014	5139	5453	5400	5599	7137	5527
FY13	5420	6131	5544	5562	5562	5478	5708	5722	5543	6083	6864	5376

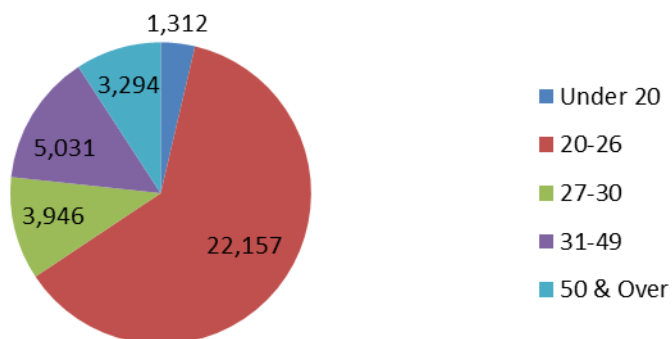
#### Member Demographics:

VISTA Members by Age Range						
Fiscal Year	Under 20	20-26	27-30	31-49	50 & Over	Totals
2009	134	3,984	682	1,095	788	6,683
2010	448	5,077	864	1,192	878	8,459
2011	341	4,581	759	862	533	7,076
2012	27	3,979	833	962	545	6,346
2013	362	4,536	808	920	550	7,176
TOTALS	1,312	22,157	3,946	5,031	3,294	35,740

<sup>9</sup> Statistics represent claims paid under current health benefits plan (non MEC-compliant coverage that excludes coverage for pre-existing conditions, some preventative services, etc.)

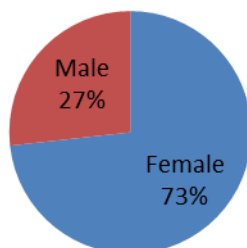
## SOLICITATION AmeriCorps VISTA Health Benefits Administration

### VISTA Members by Age Range FY2009-2013



VISTA Members by Gender					
Fiscal Year	# Female	% Female	# Male	% Male	Total
2009	4,851	72.59%	1,832	27.41%	6,683
2010	6,119	72.34%	2,340	27.66%	8,459
2011	5,204	73.54%	1,872	26.46%	7,076
2012	6,139	73.47%	2,217	26.53%	8,356
2013	5,335	74.35%	1,841	25.65%	7,176
TOTALS	27,648	73.24%	10,102	26.76%	37,750

### VISTA Members by Gender FY2009-2013



## **SOLICITATION AmeriCorps VISTA Health Benefits Administration**

### **SECTION D - PACKAGING AND MARKING**

#### **D.1. PRESERVATION, PACKING AND MARKING**

(a) All packing and mailing of reports or submittals shall be accomplished in the most economical and efficient manner and in accordance with the best commercial practices.

(b) All information submitted to the Contracting Officer or the Contracting Officer's Representative (COR) shall be clearly marked with the name of the organization/contractor, the contract number, task order, and/or modification number as appropriate, and the identification of the submission.

### **SECTION E - INSPECTION AND ACCEPTANCE**

#### **E.1. INSPECTION AND ACCEPTANCE**

The government will have up to ten (10) business days, unless specifically denoted below or extended by notification, to review each deliverable product and provide oral and written comments. The Contractor shall review and incorporate comments or implement directed changes, after discussion or clarification from the COR, and then submit a final version of the product no later than ten (10) business days thereafter.

NOTE All stated days for product delivery and government review, unless denoted otherwise, are stated in business days

#### **E.2. REVIEW OF CONTRACTOR'S PERFORMANCE**

At the end of the seventh (7th) month of operation of each contract year, a review of the contractor's compliance with the tasks enumerated under this statement of work will be initiated by the COR. The contractor shall provide all other necessary data requested by this statement of work so that CNCS can complete its review by the end of the ninth (9th) month of contract operation.

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### **SECTION F - DELIVERIES OR PERFORMANCE**

#### **F.1. PERIOD OF PERFORMANCE**

The period of the contract will be for a base period of one year with four one-year options.

#### **F.2. PLACE OF PERFORMANCE**

The place of performance of this contract is the Contractor's facilities.

#### **F.3. REPORTING REQUIREMENTS**

During the performance of this contract, the Contractor shall submit the following report:

##### **Contractor Financial Management Reporting**

Each month, a financial management report shall be submitted to the COR and shall include: (1) a summary of the expenditures during the month by Fiscal Year; and (2) a summary of cumulative expenditures for the contract period per year by Fiscal Year. The report shall include the following categories and levels:

- Health Benefits Direct Costs (to include a breakdown of medical and prescription claims and network fees)
- Administrative Support Services Costs (include a breakdown of FISMA Compliance)
- Health Benefit Guide Costs
- Training Support Services
- Actuary Costs
- Travel (if/as applicable)

The financial management report shall be prepared and submitted in accordance with Section G. 1., "INVOICE AND BILLING INFORMATION."

#### **F.4. SCHEDULE OF DELIVERABLES**

Deliverables are to be submitted to the COR no later than 4 PM according to the following schedule:

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	<b><u>Deliverable</u></b>	<b><u>Due Date</u></b>	<b><u>Number of Copies</u></b>
1	Quarterly Claim Lag Report	10 Days after Quarter Ends	3
2	Quarterly Large Claim Report	10 Days after Quarter Ends	3
3	Monthly COB Report	10 Days after Month Ends	3
4	Monthly Maximum Benefit Reached Report	10 Days after Month Ends	3
5	Annual Internal Claims Audit Reports	10 days after contract year ends	3
6	Annual COB Report	10 days after contract year ends	3
7	Annual Subrogation Report	10 days after contract year ends	3
8	Other/Ad Hoc Reports	As required	3

### **F.5. METHOD OF DELIVERY**

Electronic copies of document deliverables shall be delivered using Microsoft Office (e.g., MS Word, MS Excel, MS PowerPoint, MS Project, or MS Visio). Electronic submissions shall be made via email, unless otherwise agreed by the COR.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1. INVOICE AND BILLING INFORMATION**

- a. Submission of Vouchers for reimbursement of expenditures for claims
  1. Health Benefits – For reimbursement for health benefits, the contractor shall submit vouchers each week in the manner and format described herein.
  2. Administrative Support Services – to initiate payment for administrative support services, the contractor shall submit proper invoices monthly in the manner and format described herein. The following data must be included (if applicable) in a voucher:
    - a. name of contractor, TIN and invoice date;
    - b. contract number;
    - c. name, title, and signature of authorized official;
    - d. costs (claims actually paid) divided by geographic region, and fiscal year, with a separate column for pharmacy costs, and separate lines for network access costs fees, FISMA Compliance, Health Benefit Guide Costs, Actuary Services, Training Support, Travel (as applicable);
    - e. other substantiating documentation or information as required by the contract and approved by the Contracting Officer;
    - f. Identified CLIN that funds are to be deducted from for payment;
  3. The contractor will be expected to maintain a commercial/business bank account specific to the funds used for payment of claims (pass-through costs) and used for

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no other purposes;

- b.** Administrative Support Services: - To initiate payment for administrative support services, the Contractor shall submit proper invoices monthly in the manner and format described herein. The following data must be included (if applicable) in an invoice for it to constitute a proper invoice:
1. name of contractor, TIN and invoice date;
  2. contract number;
  3. description of services actually delivered or rendered;
  4. name, title, and signature of authorized official;
  5. costs delineated by member fee by program and brochure fee; and
  6. other substantiating documentation or information as required by the contract and approved by the Contracting Officer
  7. Identified CLIN that funds are to be deducted from for payment.

**Form:** The Contractor may use their own form, but all the above information must be on the invoice. However, it is preferred that invoices be submitted on the Government Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal." These forms are available from the Government Printing Office, 710 N. Capitol Street, Washington, DC 20801.

**Address:** Submit all proper invoices through the Internet Payment Platform Systems (IPP).

### **G.2. PAYMENT INFORMATION**

A. Payments under the contract will be made by wire transfer through the Treasury Financial Communications System.

B. The Contractor shall furnish the following information to the Contracting Officer within ten (10) days of award to facilitate contract payments:

(1) Full name (where practicable), title, telephone number, and complete mailing address of responsible official to whom check payments are to be sent.

(2) The following bank accounting information required to accomplish wire transfers:

- (a) Name of the receiving bank.
- (b) City and State of the receiving bank.
- (c) American Bankers Association (ABA) nine-digit identifier of the receiving bank.



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### **G.3. CONTRACTING OFFICER'S AUTHORITY**

The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract and, notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, including any change beyond the scope of authority given to the duly authorized Contracting Officer's Technical Representative identified in the Contract, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and conditions.

### **G.4. CONTRACTING OFFICER'S REPRESENTATIVE**

The Contracting Officer's Representative (COR) supports and assists the Contracting Officer in the administration of the task order. The COR provides technical direction with respect to contract/task order performance. Technical direction is defined as direction to the contractor which fills in details, suggests possible lines of inquiry, or otherwise supplements the scope of work. Technical direction must be confined to the general scope of work of the contract/task order and shall not constitute a new assignment, nor supersede or modify any other clause of the contract/task order.

Changes to the task order will be in writing and can only be issued by the Contracting Officer. Upon award, copies of the COR appointment letter outlining their duties, responsibilities and limitations will be provided.

The COR will inspect and accept all deliverables submitted under the task order.

### **G.5 TRAVEL**

It is not anticipated, however, travel expenses (including per diem) will be reimbursed if authorized in a task order. The reimbursement of travel expenses is subject to the following limitations: (1) any subsistence allowance (i.e., meals and lodging) is limited by a per diem allowance prescribed by the General Services Administration; (2) expenses incurred as a result of travel using a personal automobile are reimbursed as prescribed by the General Services Administration; (3) reimbursement of air and train travel is limited to the most economical rate and reasonably traveled route as prescribed by the General Services Administration; and (4) each out-of-pocket travel and allowable miscellaneous administrative expense exceeding \$75 requires a receipt that is to be attached to the invoice. No overhead or G&A charges will be applied to authorized travel.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1. KEY PERSONNEL**

The personnel specified below (or as specified in the Schedule of this contract) are considered to be essential to the work being performed hereunder. Prior to removing, replacing, or diverting any of the specified individuals to other contracts, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact of such substitution upon the contract. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, the Contracting Officer may ratify, in writing, the change, and such ratification shall constitute the consent of the Contracting Officer required by this clause. The personnel listed below (or specified in the Schedule of this contract) may, with the consent of the contracting parties, be amended from time to time during the contract to either add or delete personnel and/or facilities, as appropriate.

**A. KEY AND OTHER THAN KEY PERSONNEL QUALIFICATIONS**

The contractor shall provide adequate, experienced staffing for the project to meet the objectives and tasks outlined in this SOW; the contractor may provide their own efficient approach for claims processing. The contractor must certify that the proposed key personnel will be the same staff performing the task. Resumes are required for key personnel proposed. Key personnel are all personnel proposed except staff. The resumes must demonstrate the individual's direct experience and qualifications for this requirement. In addition to individual experience and qualifications, the proposed staff must collectively possess adequate professional proficiency to complete the task. Resumes may be submitted for other than key personnel.

**1. Key Personnel:**

- a. Project Director (main contact for the contract) – experience in healthcare industry (at least 15 years of relevant service) sufficient in directing this project in meeting the overall objectives and tasks outlined in this SOW.
- b. Project Manager (responsible for day-to-day management of contract work) – experience in healthcare industry (at least 10 years of relevant service) sufficient in managing this project on a daily basis in order to meet the objectives and tasks outlined in this SOW.

**1. Other than Key Personnel:**

Below are recommended staff for this task. However, the recommended staff are not required. The vendor may submit other titles but they must relate to the field of

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work. It is the contractor's responsibility to determine the number of staff to meet the requirements of this task;

- a. Customer Service Representatives – should collectively possess adequate professional proficiency to complete tasks set for in this statement of work.
- b. Claims Processing/Audit Staff – should collectively possess adequate professional proficiency to complete tasks set for in this statement of work.
- c. Utilization Review Staff – should collectively possess adequate professional proficiency to complete tasks set for in this statement of work.
- d. Finance Staff – should collectively possess adequate professional proficiency to complete tasks set for in this statement of work.
- e. Information Technology Staff – should collectively possess adequate professional proficiency to complete tasks set for in this statement of work.

The contractor shall provide written notification of any substitution or removal of key personnel to the Contracting Officer and Contracting Officer Representative for approval at least 15 calendar days prior to changes in Key Personnel assigned to this contract. CNCS has at least 15 calendar days to review the qualifications of proposed personnel to determine acceptability. Emergency substitutions will be handled on a case-by-case basis. The contractor shall supply written justification as part of this notice as to the circumstances necessitating the proposed replacement of key personnel and shall provide the name(s) and resume(s) of the proposed replacement. Substituted personnel shall have at least equal or better qualifications as the initial personnel.

### **H.2. PERSONNEL CHANGES**

The Contractor agrees that no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: illness, death, maternity leave, or termination of employment. In such an event, the Contractor must promptly provide the information required by the paragraph below to the Contracting Officer for approval before any substitution or addition of key personnel. Proposed substitutes must have qualifications that meet or exceed the qualifications of the labor category to be replaced. Whenever possible, the Contractor must submit fully compliant requests for substitutions or additions, in writing, to the Contracting Officer for approval at least fifteen working days in advance of the proposed change. The Contracting Officer will promptly evaluate and respond to such requests.

### **H.3. PERSONNEL CHANGE REQUESTS**

A request for a key personnel change shall include a detailed explanation of the reason for the proposed substitution or addition; a complete resume for the person to be substituted or added; and all other information requested by the Contracting Officer and COTR. Noncompliance with the provisions of this clause will be considered a material

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breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies.

### **H.4. TRAINING**

The contractor will be able to travel to and participate in an annual meeting a CNCS headquarters after the conclusion of each contract year (to be held during the winter months unless otherwise directed by the COR) to present out on the state of the AmeriCorps VISTA Health Benefits Program (to include but not limited to: actuarial reporting, cost analysis, benefit usage, etc.).

The contractor will be available to travel to the VISTA Members Support Unit, VISTA Training Sessions (Pre-service Orientation), or to conferences and meetings at the direction of the COR.

- At a minimum, the contractor will be required to provide 1 but no more than 5 training sessions at a site to be determined, for CNCS personnel, project staff and members;
- Some training sessions may be conducted virtually through coordination with CNCS;
- Training shall be recorded and made available to interested parties online (via an online webinar or video);
- Training, at a minimum, will consist of: orientation to the benefit, coordination of benefits, Provider and Pharmacy network information, eligibility, costs, the Affordable Care Act and how it impacts members (during and post-service), forms, how to file a claim, frequently asked questions, and other subjects the contractor identifies as important as it pertains to member healthcare.

When CNCS requires training, the contractor will submit a budget and training plan and CNCS will negotiate a specific price and work collaboratively to ensure CNCS input is incorporated into the training plan. Any travel associated will be reimbursable at cost.

### **H.5. MEETINGS**

The contractor will be available to meet monthly with the COR to review reports, problems, and general program operation either in person or by phone. The contractor will be available to regularly communicate via emails and phone to review and address any problems with the administration of the benefit program and ensure adequate coordination for tasks and deliverables. The contractor shall participate in annual kick-off and debrief meetings at CNCS headquarters or via conference call. The contractor shall be prepared to support on-site quality control inspections annually, at a minimum, by CNCS (or more frequently if needed).

## **H.6. SECURITY AND PRIVACY**

### **Personnel Security Requirements**

The Government anticipates that the work to be performed under this contract will involve access to sensitive but unclassified materials (otherwise known as "Controlled Unclassified Information") and non-sensitive materials. Sensitive materials may include, but are not limited to, computer systems and information, Privacy Act protected information, Personally Identifiable Information (PII), and CNCS proprietary information. The Contractor is responsible for complying with all CNCS Information Assurance (IA) policies and Federal security requirements and shall ensure that its subcontractors (at all tiers) comply with all security requirements

(Clause)

Prior to gaining access to CNCS's information or information systems, to include contractor owned or operated systems, individuals must have at a minimum, a completed National Agency Check and Inquiries (NACI) or a Public Trust Minimum Background Investigation (MBI). The MBI is required for individuals who will access PII and those individuals with privileged access (e.g., network administrators, system administrators, database administrators, etc.) that could include access to PII.

The Contractor will bear the cost of obtaining and sustaining the background investigations. The Contractor must state within the proposal the number of individuals that will be assigned to this effort with the type of completed background investigation they hold. It is the responsibility of the Contractor to provide the individuals with the required background investigation needed to complete the work.

The fact that the Government performs security investigations for contractor employees shall not in any manner relieve the Contractor of its responsibility to ensure that all personnel furnished are reliable and of reputable background and sound character. Individuals having access to CNCS's information or information systems, to include contractor owned or operated systems, must have at a minimum, a National Agency Check and Inquiries (NACI). A Public Trust Minimum Background Investigation (MBI) is required for privileged access users (e.g., network administrators, system administrators, database administrators, etc.) and all individuals who have access to PII. The Contractor must state within the proposal a plan of how it will support the background investigation requirements associated with this contract.

1. At the time of award, the Contractor will confirm that all personnel possess or qualify for, a National Agency Check and Inquiries (NACI). A Public Trust Minimum Background Investigation (MBI) is required for privileged access users (e.g., network administrators, system administrators, database administrators, etc.) and all individuals who have access to PII. The Contractor must state within the proposal a plan of how it will support the background investigation requirements associated with this contract.
2. Contractor personnel must provide the CNCS Office of Personnel Security (OPS) with documentation prior to being granted access to CNCS's systems, information,

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and facilities. This information will permit CNCS to confirm existing clearance levels or to initiate appropriate public trust background investigations.

3. The Contractor shall make every effort to preclude the incurrence of costs by the Government for security investigations for personnel replacement. The fact that the Government performs security investigations for contractor employees shall not in any manner relieve the Contractor of its responsibility to ensure that all personnel furnished are reliable and of reputable background and sound character. The Contractor shall take all of the necessary steps to ensure that Contractor or Subcontractor personnel who are selected for assignment to this contract are professionally qualified and personally reliable, of reputable background and sound character, and meet all other requirements stipulated herein by performing credit reports checks and Commercial Background Investigations (CBI).
4. Individuals not requiring access to PII and not possessing a NACI background investigation may be allowed to work on the contract after:
  - A credit report and clean CBI are provided by the Contractor to CNCS OPS for review and approval
  - The background investigation documentation has been initiated and sent to the US Office of Personnel Management (OPM).

However, the Contractor will be responsible for the actions of the Contractor personnel they provide to perform work on the contract even though CNCS has reviewed and approved them for access.

1. Individuals requiring access to PII (e.g., database administrators, customer agents, etc.) WILL NOT be given privileges allowing them access to PII. Access to PII is only authorized after a completed investigation by OPM has been received and CNCS OPS deem the individual to be suitable.
2. Following completion of the background investigation, any contract employee deemed unsuitable by CNCS OPS will be terminated from access to CNCS's systems and/or facilities. In addition, the Contracting Officer will investigate the cause and determine whether the Contractor has abdicated its responsibilities to make every effort to select reliable employees of reputable background and sound character. If CNCS needs to replace a Contractor or Subcontractor employee due to nonperformance, the Contracting Officer will determine whether the Contractor has abdicated its responsibilities to make every effort to select trained and experienced employees.

(End of Clause)

Contractors are responsible for gathering and providing CNCS with any and all documentation that demonstrates contract staff's clearance levels; documentation should support the appropriate level of background investigation required for the task that is to be completed.

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The costs for applying for an MBI level clearance investigation through the Office of Personnel Management (OPM) is \$809.00<sup>10</sup> per investigation which includes a \$57.00<sup>11</sup> charge for priority service allowing results to be returned back to CNCS up to 30 days faster than typical processing; contractors should expect an MBI investigation to take up to 3-4 months for completion through OPM.

The following steps shall be used by a contractor (in coordination with the CNCS Contracting Officer, COR, and Personnel Security Office) to request interim access to required CNCS systems and data if it has been determined that the contractor staff does not possess the appropriate background investigation for the task at hand. The contractor shall provide the contract staff's individual CBI (Criminal Background Investigation) to CNCS Personnel Security for review. If accepted, the CNCS Personnel Security will notify the contractor (as well as CNCS Contracting Officer and COR) that the CBI is acceptable and that the contractor staff has been sponsored in eQIP [Office of Personnel Management's Electronic Questionnaire for Investigations Processing]. CNCS Personnel Security will then e-mail the contractor and individual contract staff with instructions to: 1) complete the e-QIP submission; 2) the submission of finger prints (which may carry a fee of around \$25 depending on where the service is completed), and; 3) all additional forms to be completed for applying for an MBI clearance through OPM and obtaining interim access to essential CNCS systems and information. Upon receipt, review, and submission of all documentation, the contractor will be notified by CNCS of final approval or disapproval of interim access to required CNCS systems and data. Upon completion of the MBI through OPM, CNCS will notify the contractor of clearance approval or disapproval (again, contractors should expect an MBI investigation to take up to 3-4 months).

**(End of Clause)**

### **Privacy Requirements**

The privacy clause is required when the design, development, or operation of a system of records is included in the Statement of Work. The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with all privacy requirements.

**(Clause)**

- a. NOTICE. The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish a CNCS function subject to the PRIVACY ACT OF 1974 ("THE ACT"), PUBLIC LAW 93-579, DECEMBER 31, 1974 (5 U.S.C. 552a) and applicable CNCS regulations and [OMB Memorandums](#). Violation of the Privacy Act may involve the imposition of criminal penalties.

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<sup>10</sup> Amount subject to change; OPM determines amount.

<sup>11</sup> Amount subject to change; OPM determines amount.

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- b. The Contractor must state within the proposal how it will protect privacy information.
- c. The Contractor agrees to:
  - (1) Comply with THE ACT and the CNCS rules and regulations issued under the Privacy Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:
    - (i) The systems of records; and
    - (ii) The design, development, or operation of a system of records that the contractor is to perform;
  - (2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to THE ACT; and
  - (3) Include this clause - including this subparagraph (3) - in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- d. In the event of violations of THE ACT, a civil action may be brought against the Contractor when the violation concerns the design, development, or the operation of a system of records on individuals to accomplish a CNCS function, and criminal penalties may be imposed upon the officers or employees of CNCS when the violation concerns the operation of a system of records on individuals to accomplish a CNCS function. For purposes of THE ACT, when the contract is for the operation of a system of records on individuals to accomplish a CNCS function, the Contractor and any employee of the Contractor is considered to be an employee of CNCS.

### **DEFINITIONS.** As used in this clause:

- (1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
- (2) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
- (3) "System of records on individuals" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

**(End of clause)**



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### System Security Requirements

The Contractor shall be responsible for information technology (IT) security, based on CNCS risk assessments, for all of the systems connected to a CNCS network or operated by the Contractor for CNCS. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor has physical or electronic access to CNCS's information that directly supports the mission of CNCS.

#### (Clause)

The Contractor is responsible for complying with all CNCS and Federal security requirements and shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with all security requirements.

- a. The Contractor must configure its computers that contain CNCS data with the applicable **United States Government Configuration Baseline (USGCB)** and ensure that its computers have and maintain the latest operating system patch level and anti-virus software level.
- b. The Contractor must use common security configurations available from the National Institute of Standards and Technology's (NIST) [National Checklist Program Repository](#) and the NIST [Special Publications](#) and [Federal Information Processing Standard \(FIPS\)](#) to develop and maintain the information system.
- c. The Contractor must use [Federal Information Processing Standard \(FIPS\)](#) compliant encryption (Security Requirements for Cryptographic Modules) to protect all instances of CNCS's privacy information during storage and transmission.
- d. The Contractor must comply with applicable federal laws that include, but are not limited to, the [Federal Information Security Management Act \(FISMA\) of 2002](#) (Title III of the E-Government Act of 2002, Public Law 107-347), and the following mandated policies and standards: the Office of Management and Budget ([OMB Circular A-130](#) (Management of Federal Information Resources), Appendix III (Security of Federal Automated Information Resources), and CNCS Information Assurance policies.
- e. Incident Reporting. The contractor will immediately notify the COR and the CNCS Chief Information Security Officer (CISO) of any incident that could potentially affect the privacy rights of individuals and/or violates any privacy law/regulation or federal privacy mandate as defined in NIST SP 800-122. Incidents must be reported by sending an email to [SecurityIncidentRep@cns.gov](mailto:SecurityIncidentRep@cns.gov) or by contacting the OIT Help Desk at 202-606-6600. The Contractor will support CNCS's investigation and resolution of reported incidents as requested.
- f. The contractor will report immediately to the COR and the CNCS CISO any threats and hazards to the integrity, availability, and confidentiality of CNCS information or to the function of computer systems operated on behalf of CNCS. System vulnerabilities must be reported by sending an email to

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[SecurityIncidentRep@cns.gov](mailto:SecurityIncidentRep@cns.gov) or by contacting the OIT Help Desk at 202-606-6600.

- g. The Contractor must not publish or disclose in any manner, the data and other information to which the Contractor will have access to as a result of this contract. It is understood that throughout the performance of this contract, the Contractor will have access to sensitive data which is either the sole property of CNCS or is the sole property of other than the contracting parties. The Contractor and its subcontractor(s) (if any) agree to maintain the confidentiality of all data to which access may be gained throughout contract performance. The Contractor and its Subcontractor(s) (if any) agree to not disclose said data, any interpretations and/or translations thereof, or data derivative there from, to unauthorized parties in contravention of these provisions, without the prior written approval of the Contracting Officer. Subcontractors are subject to the same stipulations and may be held responsible for any violations of confidentiality.
- h. The Contractor must provide CNCS, including CNCS's Office of Inspector General, with access to the Contractor's and Subcontractors' facilities, installations, operations, documentation, databases, and personnel used in the performance of the contract. Access shall be provided to the extent required to carry out IT security inspections, investigations, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of CNCS information or to the function of computer systems operated on behalf of CNCS, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of CNCS information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

### IT Security Plan and Security Authorization

**IT System Security Plan.** The Contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure that the system is assessed and can obtain and maintain a security authorization. After award, the following documentation or action is required:

- (1) **Within four (4) calendar** days after contract award, the Contractor shall submit the System Security Plan (SSP) to the Contracting Officer and COR for acceptance. This plan shall be consistent with and further detail the approach contained in the Contractor's proposal that resulted in the award of this contract. The plan, as accepted by the Contracting Officer and COR, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan. The plan must include a continuous monitoring plan that includes:
  - A configuration management process for the information system and its components.
  - A determination of the security impact of changes to the information system and environment of operation.

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- Ongoing security control assessments in accordance with CNCS continuous monitoring strategy.
- Reporting the security state of the information system to appropriate CNCS officials.

**(2) Within one (1) month** after contract award, or the agreed upon timeframe by the Contracting Officer and COR, the Contractor shall submit written proof of a security authorization for acceptance by the COR. Such written proof may be furnished either by the Contractor or by a third party. The security authorization must be in accordance with NIST Special Publication 800-37. This security authorization, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security assessment report, plan of action and milestones (POA&M), and disaster recovery/continuity of operations plan. The Contractor shall comply with the accepted security authorization documentation.

### **Employee Termination**

The Contractor shall immediately notify the COR when an employee either begins or terminates employment when that employee has access to CNCS information systems or data. If an employee's employment is terminated, for any reason, access to CNCS's information systems or data shall be immediately disabled and the credentials (if supplied by CNCS) used to access the information systems or data shall be immediately returned to CNCS.

### **Contract Termination**

Failure on the part of the Contractor to comply with the terms of this clause may result in termination of this contract.

**(End of Clause)**

### **Application Development Security Requirements**

Application development security requirements are required when design or application development is included in the Statement of Work.

#### **(Clause)**

The Contractor must state within the proposal a plan of how it will support the application security requirements associated with this contract and shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with all security requirements. For any application developed under this contract, the Contractor must comply with the following:

- a. **Secure Coding.** Identify the tools to be used in its software development environment to enforce secure coding. Unless the Government has identified, in writing, the secure coding guidelines to be followed during the application development process, the Contractor shall provide and follow a set of written

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secure coding guidelines that, at a minimum, indicate how code will be formatted, structured, documented, and tested.

- b. Configuration Management. Document, in writing, the source code control system to be used to authenticate and log the team member(s) associated with all changes to the software baseline and all related configuration and build files.
- c. Distribution. Document, in writing, a build process that reliably builds a complete distribution from source. This process shall include a method for verifying the integrity of the application delivered to the Government.
- d. Disclosure. Document, in writing, any third party software used in the application, including all libraries, frameworks, components, system privileges, and other products, whether commercial, free, open-source, or closed-source.
- e. Security Controls. Adhere to the standards found in NIST as they relate to SP 800-53 security controls.
- f. Testing.
  - (1) Implement a security test plan and provide the test results to the Government;
  - (2) Document, in writing, the procedures and the framework used to conduct security code review during the application development life cycle;
  - (3) To the extent that such testing discloses vulnerabilities or other security issues, develop a POA&M for mitigating such vulnerabilities or other issues before the application is deployed in the production environment.
- g. Delivery and Acceptance of the Application. Once the testing required under the provisions above have been completed and all identified security issues identified have been resolved, the Contractor shall provide a security authorization package to the Government. The authorization package shall consist of:
  - (1) The security documentation created during the development process, such documentation must provide evidence that the requirements for design, implementation, and testing were properly completed.
  - (2) Written secure configuration guidelines that fully describe:
    - (i) all security relevant configuration options and their implications for the overall security of the application;
    - (ii) the dependencies on the supporting platform, including, but not limited to, the operating system, web server, and application server; and
    - (iii) how the options should be configured to maximize security, provided that the “pre-set” configuration of the application must be secure.
  - (3) A written certification, signed by the Information Security Lead, that:
    - (i) the application meets the security requirements of the Contract;

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- (ii) all services were performed in accordance with the standard identified in the section above; and
  - (iii) all identified security issues identified were documented and resolved prior to delivery.
- (4) Written warranty that the application does not contain any code that does not support a necessary function of the application or that weakens the security of the application, including computer viruses, worms, time bombs, back doors, Trojan horses, Easter eggs, and all other forms of malicious code.

### **h. Maintenance**

#### **(1) Investigating Security Issues**

For a period of one year after acceptance of the application, if a vulnerability or other security issue is discovered or suspected by the Government, or a vulnerability or other security issue comes to the attention of the Contractor by other means, the Contractor shall assist the Government in performing an investigation to determine the nature of the vulnerability or other issue. Based on this investigation, the Contractor shall advise the Government on the appropriate steps to mitigate the risk posed by the vulnerability or other issue.

#### **(2) Patches and Updates**

For a period of one year after acceptance of the application, the Contractor shall provide error corrections, updates, patches, revisions, fixes, upgrades and new releases of software included in the application to the Government. The Contractor shall warrant that: (i) all corrections, updates, patches, revisions, fixes, upgrades and new releases have been tested and validated on a test version of the application prior to distribution to the Government; and (ii) it has verified the continued functionality of the application based on the testing and validation.

**(End of Clause)**

### **H.7. CONTINUITY OF SERVICES (Jan 1991)**

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—
- (1) Furnish phase-in training; and
  - (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

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(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

### **H.8. INSURANCE LIABILITY TO THIRD PARTIES**

A. (1) Except as provided in subparagraph (2) immediately following, the contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury) and such other insurance as the Contracting Officer may require under this contract.

Contractor has 15 days from date of award to submit proof of insurance coverage to the Contracting Officer.

(2) The contractor may with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to worker' compensation, the contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

B. The contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the contractor in connection with the performance of this contract and for which the contractor seeks reimbursement.

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C. Except as provided in paragraph (h) of this clause (if the clause has a paragraph (h)), the contractor shall be reimbursed--

- (1) For that portion (i) of the reasonable cost of insurance allocable to this contract and (ii) required or approved under this clause; and
- (2) For certain liabilities (and expenses incidental to such liabilities) to third parties not compensated by insurance otherwise. These liabilities must arise out of the negligence of the contractor or of the contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for --
  - (i) Loss of or damage to property (other than property owned, occupied, or used by the contractor, rented to the contractor, or in the care, custody, or control of the contractor; or
  - (ii) Death or bodily injury.

D. The Government's liability under paragraph (c) of this clause is subject to the "Limitation of Funds" or "Limitation of Cost" clause of this contract, whichever is applicable.

E. The contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)--

- (1) For which the contractor is otherwise responsible under the express terms of any clause specified in the Special provisions or elsewhere in the contract;
- (2) For which the contractor had failed to insure or to maintain insurance as required by the Contracting Officer; or
- (3) That result from willful misconduct or lack of good faith on the part of any of the contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of--
  - (i) All or substantially all of the contractor's business;
  - (ii) All or substantially all of the contractor's operations at any one plant or separate location in which this contract is being performed; or
  - (iii) A separate and complete major industrial operation in connection with the performance of this contract.

F. The provisions of paragraph (e) of this clause shall not restrict the right of the contractor to be reimbursed for the cost of insurance maintained by the contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided that such cost is allowable under the Allowable Cost and Payment clause of this contract.

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G. If any suit or action is filed or any claim is made against the contractor, the cost and expense of which may be reimbursable to the contractor under this contract and the risk of which is then uninsured or is insured for less than the amount claimed, the contract shall--

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received.

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

### **H.9. LIABILITY INSURANCE**

3. Workman's Compensation - As required by law at the job site.

The contractor shall file with the Contracting Officer prior to beginning performance under this contract, a certificate of insurance evidencing the above coverage.

The Contractor shall provide to the Contracting Officer within five (5) days after occurrence, notice of cancellation of or reductions below the above cited amounts of any insurance coverage related to this requirement.

The Contractor warrants that such insurance coverage for all subcontractors who will work at any of the sites of performance does or will exist before subcontractors begin performance.



# **SOLICITATION AmeriCorps VISTA Health Benefits Administration**

## **SECTION I - CONTRACT CLAUSES**

### **I.1 CLAUSES INCORPORATED BY REFERENCE**

The below listed clauses are incorporated herein by reference and are made a part of this contract with the same force and effect as if set forth in full text. All of the references shown are from the Federal Acquisition Regulation (48 CFR Chapter I) unless otherwise indicated. The month and year of each clause applicable to this contract is shown in parenthesis following the clauses title. The complete text of any or all of the clauses referenced herein may be obtained by submitting a request, identifying this solicitation number, to the office issuing the solicitation. Complete copies of the FAR or CFR form may be purchased from the Superintendent of Documents, Government Printing Office, Washington, DC 20402.

<b><u>Clause Reference</u></b>	<b><u>Title and Date</u></b>
52.202-1	Definitions (JUL 04)
52.203-3	Gratuities (APR 84)
52.203-5	Covenant Against Contingent Fees (APR 84)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 95)
52.203-7	Anti-Kickback Procedures (SEP 06)
52.203-8	Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 97)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 97)
52.203-12	Limitation on Payments To Influence Certain Federal Transactions (SEP 07)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
52.204-1	Approval of Contract (DEC 89)
52.204-4	Printing/Copying Double-Sided On Recycled Paper (AUG 00)
52.204-9	Personal Identity Verification of Contractor Personnel
52.209-6	Protecting the Government's Interests When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (SEP 06)
52.215-2	Audit and Records-Negotiation (JUN 99)
52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 97)
52.215-11	Price Reduction for Defective Cost or Pricing Data Modifications (OCT 97)
52.215-31	Waiver of Facilities Capital Cost of Money (SEP 87)
52.215-33	Order of Precedence (JAN 86)
52.216-7	Allowable Cost and Payment (DEC 02)
52.217-8	Option to Extend Services
52.217-9	Option to Extend the Term of Contract
52.216-8	Fixed Fee (MAR 97)

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52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (MAY 04)
52.219-9	Small Business Subcontracting Plan (APR 08)
52.222-3	Convict Labor (JUN 03)
52.222-26	Equal Opportunity (MAR 07)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (SEP 06)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 98)
52.222-37	Employment Reports on Special Disabled Veterans of the Vietnam Era, And Other Eligible Veterans (SEP 06)
52.222-41	Service Contract Act of 1965 (NOV 07)
52.223-6	Drug-Free Workplace (MAY 01)
52.224-1	Privacy Act Notification (APR 84)
52.224-2	Privacy Act (APR 84)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (APR 84)
52.227-14	Rights in Data -General (DEC 07)
52.230-2	Cost Accounting Standards (APR 98)
52.230-3	Disclosure And Consistency Of Cost Accounting Practices (APR 98)
52.230-6	Administration Of Cost Accounting Standards (MAR 08)
52.232-17	Interest (JAN 96)
52.232-22	Limitation of Funds (APR 84)
52.232-23	Assignment of Claims (JAN 86)
52.232-25	Prompt Payment (OCT 03)
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration. (OCT 03)
52.233-1	Disputes (JUL 02)
52.233-3	Protests After Award (AUG 96)
52.233-4	Applicable Law for Breach of Contract Claim
52.239-1	Privacy and Security Safeguards
52.242-1	Notice to Intent to Disallow Costs (APR 84)
52.242-13	Bankruptcy (JUL 95)
52.242-15	Stop Work Order
52.243-2	Changes - Cost Reimbursement (AUG 87)
52.243-7	Notification of Changes (APR 84)
52.244-2	Subcontracts (JUN 07)
52.244-6	Subcontracts For Commercial Items (MAR 07)
52.247-63	Preference for U.S.-Flag Air Carriers (JUN 03)
52.249-6	Termination (Cost-Reimbursement) (MAY 04)
52.249-14	Excusable Delays (APR 84)
52.253-01	Computer Generated Forms (JAN 91)

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### **SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

The documents listed below are attached to this section and are made apart hereof:

<b><u>Attachment</u></b>	<b><u>Description</u></b>
1.	Current VISTA Project Zip Code Within State
2.	Past Performance Questionnaire

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### **SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

To be eligible for award of a contract resulting from this solicitation, all Offerors must be registered in the Federal Government's System for Award Management (SAM) and have a Commercial and Government Entity code (CAGE Code). Both of these separate registrations can be accomplished through the following website:

<https://www.sam.gov/portal/public/SAM/>

NOTE: When properly registered in each of these systems, the vendor will received an automatic acknowledgement confirming successful registration in each system. Without such acknowledgements, the registrations are not complete.

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES  
TO OFFERORS**

**L.1. CONTENT AND FORMAT OF SUBMISSION**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

**L.2. 52.216-1 TYPE OF CONTRACT (APR 1984)**

**The Government contemplates award of a Firm-Fixed-Price with Cost Reimbursement contract (hybrid) resulting from this solicitation.**

**L.3. PAGE RESTRICTIONS**

Here are the following page restrictions by Volume:

Volume 1- Introduction of Company, Past Performance, and Personnel shall not exceed 15 pages

Volume 2- Technical Proposal shall not exceed 40 pages.

Volume 3- Price Proposal shall not exceed 15 pages.

**Items not included within the page restriction count are as follows: Cover letters, Cover pages, Table of Contents, Blank section dividers, Resumes, Charts, Graphs, and glossary of terms.**

**L.4. PROPOSAL PREPARATION INSTRUCTIONS**

**A. GENERAL INFORMATION**

(1) The proposal must consist of the following physically separate volumes:

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One original and four (4) copies of the Technical Proposal Volume

One original and two (2) copies of the Price Proposal Volume

Please note that price proposals must be submitted as a separate document from technical proposals to allow independent evaluation of the technical and price factors. No price or cost information is to be included in the technical proposal or in any letter of transmittal.

(2) Any exceptions (including deviations and conditional assumptions) taken with respect to this solicitation should be adequately explained. Such exceptions will not, of themselves, automatically cause a proposal to be termed nonresponsive. A large number of exceptions, or one or more significant exceptions not providing any obvious benefit to the Government may, however, result in rejection of such proposal(s) as nonresponsive. Highlight exceptions in the margin of the proposal where they appear in the text.

(3) Information in your proposal must be furnished entirely in compliance with instructions and be complete within itself. No information or material may be incorporated in the proposal by reference.

The following instructions are provided to assist the Offeror in understanding the information needed to make an objective selection of the contractor for this proposed procurement. Since this information constitutes the major basis for formal judgment, it will be advantageous to the Offeror to present a proposal in a clear, concise manner and in terms understandable to those who may be unfamiliar with the Offeror's detailed intentions and reasoning process. Responses should follow the Statement of Work to the extent practicable.

### **L.5. VOLUME I – INTRODUCTION OF COMPANY, PAST PERFORMANCE, & PERSONNEL**

1. Introductory letter on company's history and related experience in this area of expertise.
2. Company's Professional qualifications in relation to the Statement of Work
3. Past Performance/References shall be similar in scope, size, and dollar value of this RFP. Past Performance/References must be submitted for current work being performed or work that has been done within the past two years. (See Past Performance Questionnaire Attachment)
4. Key Staff identification.
5. Offeror Representations and Certifications (ORCA)

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### **L.6. Volume II- TECHNICAL OFFER**

1. Detailed description of the contractor's experience in meeting the requirements outlined within the Statement of Work
2. Quality and relevant experience of staff
  - a. Key Personnel identification and resumes.
3. Resumes must be indicative of experience and detail duties performed conducting healthcare administration services.
4. Corporate Experience
5. Technical Approach/Understanding of the requirement

(1) Format and Instructions for Preparation of Technical Proposals: To ensure that a proposal is evaluated completely and given the full consideration to which it is entitled, it must be submitted in the format described below:

(a) Table of Contents: Should completely outline the proposal so as to serve as a quick guide to its contents, including all charts, tables, appendices, attachments, and other exhibits submitted.

(b) Work Plan: The offeror should set forth in detail the overall plan of work, identifying and scheduling all major events, and activities, indicating their interrelationships, and showing the proposed utilization of resources and personnel. Any travel proposed as part of the work effort should be detailed WITHOUT costs in this section to permit technical evaluation of the offeror's understanding of the project.

(c) Personnel Qualifications/Technical Resources: The offeror should indicate the qualifications of the personnel to be employed on this project, including consultants and subcontractor personnel; **qualifications shall include security background level for performance on work for this contract.** The offeror shall submit resumes for each key proposed position. The resumes shall include specific information on each individual's education, past related experience, training, overall background, and office location. For each person, specify if the individual is presently employed by the offeror or will be hired at the time of contract award.

(d) Corporate (Organizational) Experience. Capability and Facilities:

- This section should list and briefly summarize any previous or ongoing projects of the offeror's organization or of subcontractors that are similar or related to this one in content or methodology and which would especially qualify the offeror to perform the work set forth in the proposed Statement of Work. This should also include a statement of the offeror's capabilities and experience.

- Administration of Program: The offeror should provide detailed information regarding claims processing systems used, location, coordination of benefits (medical and prescription), etc. Please provide a flow chart which show the steps Members and

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providers are required to follow; a sample claim kit to include Explanation of Benefit (EOB) and other forms; and a sample of claim denials.

- **Network Access:** Please complete a zip code match using Attachment A to indicate Members which would have access to network providers; and indicate geographic locations of all network providers including Hawaii, Alaska, Puerto Rico, and the Virgin Islands.
- **Reporting:** The offeror should provide a sample of each required report as describe in section C.6. Deliverables.

### **(e) Technical Approach and Understanding of the Requirement:**

- **Plan Design: Subscriber Coverage and Schedule of Benefits** --The offeror should clearly demonstrate its understanding of and approach to the required work, and should elaborate on and demonstrate its technical knowledge and management approach to accomplish the Statement of Work.
- **Utilization Review** — The offeror should describe in detail the utilization review, large case management, and patient advocate services available.
- **Mail Order Prescription Drug Program** — The offeror should provide detailed information on the mail order prescription drug program, i.e. who administers it, how it works, potential savings, etc.

(f) **Proprietary Software:** If the offeror proposes the use of any proprietary software in performance of this effort, the offeror should specifically identify each item of said proprietary software.

(g) **Deviations, exceptions or conditional assumptions:** Explain any deviations, exceptions, or conditional assumptions taken with the respect to the technical proposal and the technical requirements of this solicitation. Any deviations, exceptions, etc., must be supported by sufficient amplifications and justifications to permit evaluation.

## **L.7. PRICE PROPOSAL PREPARATION INSTRUCTIONS**

(1) Executed SF 33 and Section K: Section II of the SF 33 (Page 1 of this RFP) must be filled in as appropriate and returned with a properly completed Section K. The balance of the solicitation need not be returned.

### **(2) Format and Instructions for Preparation of Price Proposal:**

(a) To ensure that the price proposal is evaluated completely and given full consideration to which it is entitled, it must be submitted in the format described in **B.2**

## **COMPENSATION**



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**The content of proposal volumes must be internally consistent with the organizational structure described herein. Those proposals not adhering to this structure may be considered unacceptable.**

### **L.8. OTHER FACTORS**

**This includes other factors and issues, which will be analyzed, based upon information provided in the offeror's proposal and data obtained from the Government and other sources. While OTHER FACTORS fall into a separate category that is not directly associated to TECHNICAL EVALUATION factors. These factors are pertinent to the acquisition process and are an important consideration of the Sources Selection Official in making a final selection. In evaluating OTHER FACTORS, the Government will analyze all those factors (i.e., financial condition, labor relation concerns, and the priority placed by offeror on work proposed, etc.) which may affect the offeror's ability to perform the required effort.**

Each offeror shall furnish, at a minimum, the following information for Government analysis of the "Other Factors" proposal:

(a) Financial condition, capability and background of the organization. Enclose a copy of the organization's annual financial statements (e.g. Balance Sheet, Profit and Loss Statement and Annual Reports), for the last three (3) consecutive years of operation and other documentation to clearly explain its current financial strength and resource capability, and current credit rating (e.g. SAS 70 audit).

Describe the functions as they relate to the total efforts, amount and level of responsibility and organizational structure of proposed subcontractor(s) to be utilized on this contract.

Provide a brief history of the prime organization, identify and discuss the background of the specific division which will have the responsibility to perform this contract.

(b) Priority placed by the offeror's organization or specific division which is proposed to perform on the work being proposed and the importance of such work to the organization. Discuss commitments the organization or specific division have or anticipate that might conflict with performance of this requirement. Consideration shall be given to the commitments of the proposed subcontractor(s), if applicable.

(c) Discuss the importance of the proposed procurement in relation to other work to be performed during the same period of time.

Approval of Business Systems. State whether all contractor systems such as accounting, purchasing and estimating, which require Governmental approval, are currently approved

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without condition. If not, explain any existing conditional approvals and the status of any for which approval is currently withheld.

Describe any management procedures or systems to be developed expressly for this proposed contract.

(d) Compliance with the requirements of this Request for Proposals. The offeror shall provide the required information set forth in the solicitation package to include those specific items identified for response in the RFP. The Government's analysis of the "Other Factors" proposal will include its review and evaluation of submittals under this section.

Any exception to or conditional acceptance of the provisions set forth in the proposed contract instrument must be explained in detail, with sufficient amplification and justification to merit further consideration.

### **L.9. 52.233.2 SERVICE OF PROTEST (SEPT 2006)**

(a) Protests, as defined in section [31.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Henrietta Young  
Corporation for National & Community Service  
1201 New York Ave NW (8<sup>th</sup> Floor)  
Washington, DC 20525

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### **L.10. QUESTIONS PERTAINING TO SOLICITATION**

(1) All questions shall be addressed to the Contract Specialist/Contracting Officer at the following email address:

Ada Hage, Contract Specialist/ Henrietta Young, Contracting Officer  
[AHage@cns.gov](mailto:AHage@cns.gov) [HYoung@cns.gov](mailto:HYoung@cns.gov)

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Please send all questions via email. Questions will not be taken or answered over the phone or by fax. Please include the Request for Proposal Number in the subject line. Once questions are compiled they will be answered by an issued amendment to the solicitation.

(2) Questions will be permitted from July 14, 2014 through July 25, 2014. Questions submitted after July 25, 2014 11:00am EST may not be answered. Answers to questions will be provided to all offerors by August 1, 2014, and posted on [www.fedbizopps.com](http://www.fedbizopps.com).

### **L.11. COMMITMENT OF GOVERNMENT TO PAY COST INCURRED IN SUBMISSION OF PROPOSAL**

This solicitation does not commit the Government to pay any cost incurred in the submission of the offer/quotation or in making necessary studies of designs for the preparation thereof, nor to contract for services or supplies. Further, no cost may be incurred in anticipation of a contract with the exception that any such costs incurred at the offeror's risk may later be charged to any contract to the extent that they would have been allowable if incurred after the date of the contract and to the extent authorized by the Contracting Officer.

### **L.12. PROPOSAL ACCURACY**

Proposals must set forth full accurate and complete information as required by the request for proposal (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

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### **SECTION M - EVALUATION FACTORS**

#### **M.1 EVALUATION FACTORS FOR AWARD**

Technical Factors (Technical Capability) when combined are more important than price/cost. Technical Factors combined with Past Performance are significantly more important than Price. The relative importance of the non-price/cost factors is listed in order of descending importance, starting with Factor 1.

The Corporation reserves the right to award to other than the lowest-priced offeror. The Corporation will evaluate proposals using the “Tradeoff Methodology”.

The Corporation reserves the right to award the contract based on initial offers received, without discussions or negotiations of such offers. Therefore, it is important that each offer fully address the requirements stated in this RFP, including any exceptions thereto or deviations there from.

However, the Corporation also reserves the right to conduct discussions, if later determined to be necessary, with Offerors making the competitive range. The Corporation anticipates awarding a contract to Offeror(s) whose Proposal contains the “best value” to the Corporation, price and other factors considered. Awards will be made based on the Corporation’s need for total coverage of the elements within each Category. The Contracting Officer may consider award to other than the lowest price Offeror or other than the highest technically rated Offeror when in the best interest of the Corporation. The Corporation reserves the right to make award based on fewer than all work elements proposed for any given offeror. The Corporation reserves the right to make no award pursuant to this solicitation.

To be accepted and eligible for evaluation, Proposals must be prepared in accordance with, and must comply with, the instructions given in this solicitation document.

#### **M.2 TECHNICAL EVALUATION FACTORS FOR AWARD**

The Corporation will evaluate proposals based on the following technical factors. The areas listed below are in alphabetical order and do not convey a specific order of importance. An adjectival rating system will be used (exceptional, highly acceptable, acceptable, marginal and unacceptable).

##### **Factor 1: Corporate Overview**

- Describe and demonstrate your qualifications for completing the tasks that are listed in the SOW; a description should include the following:
  - Describe the claims processing system;
  - Describe how members will access the benefit information;
  - Describe the general plan that will be used to manage this project;

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- Describe the PPO, Pharmacy and/or other network(s) that will be used to include name(s);
  - Describe how often the PPO, Pharmacy and/or other network(s) will be evaluated to assure they are the most cost effective;
  - Describe the plan you will use for providing thorough, accurate, and prompt customer service that demonstrates a commitment to meet the deadlines set forth in the SOW;
  - Describe the assessment plan of adequately monitoring the project with internal controls and quality assurance systems in place.
- Demonstrate your ability to provide required reports, vouchers, and invoices (please provide samples of Excel and Word reports used in similar contracts):
  - Examples should be clear and easy to read;
  - Examples shall include invoices for fees and vouchers for direct benefit cost reimbursement (fees shall be broken out for pharmacy, network, utilization management, etc.).

### **Factor 2: Technical Approach and Understanding of Requirement**

Describe and demonstrate your understanding of the tasks that are listed in the SOW and your technical approach to managing the project; a description should include the following:

- Describe your understanding of this requirement and specifically your understanding of how the Affordable Care Act is/will impact AmeriCorps VISTA members;
- Describe your understanding of the unique needs of the AmeriCorps VISTA members;
- Plan Design – description of the network(s) used, utilization review process, subrogation, and prescription services:
  - Describe your ability to provide current plan coverage, services, and benefits as outlined in this SOW;
  - Describe your understanding of member eligibility and your plan to maintain/keep up with changes in member eligibility (to include but not limited to: members entering and exiting service, members signing up for health insurance plans on the marketplace during service, members aging out of health insurance coverage under their parents, etc.)
  - Describe your plan to manage benefit reimbursement limits for the volume (approximately 5500 members annually) of members that will be eligible for this health benefits program;
  - Describe the PPO network and/or other network(s) that will be used for the project to include name(s);
  - Describe the pharmacy network that will be used for this project to include name;
  - Describe the mail order prescription drug program and how the program works and will be used;
  - Describe the process for using utilization services (utilization review);
  - Describe how subrogation services will be managed;

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- Describe the process that will be used for coordinating medical and prescription benefits for members who have other forms of insurance to include commercial insurance, Medicaid, Medicare, and Military Benefits.
- Cost Management – describe and demonstrate your ability to provide a competitive cost-strategy to include methods for finding the best discount for claims costs.
- Customer Service – describe and demonstrate your ability to provide thorough, accurate, and prompt customer service that demonstrates a commitment to meet the deadlines set forth in the SOW;
  - Describe and demonstrate your ability to provide thorough, accurate, and prompt customer service;
  - Describe how customer service representatives are trained and kept up to date on training (include how they are trained to stay up-to-date with the Affordable Care Act and how to deal with difficult and urgent situations);
  - Describe how customer services will support members seeking to acquire other healthcare coverage during service and in preparation to leave service;
  - Describe how member's customer service inquiries will be managed;
  - Provide examples of the following types of messages that will be used to communicate with members:
    - One (1) example of a notification message sent to a member who has submitted a claim with incomplete information;
    - One (1) example of a notification message sent to a member whose claim has been denied because it is for a medical service/treatment that is not covered.

### **Factor 3: Management, Key Personnel and Staffing Plan**

The proposal will be evaluated on the contractor's ability to provide sufficient, experienced staff and to develop an acceptable staffing plan. The staffing plan must present a clear breakdown of the proposed function that supports the proposed costs and demonstrates a good understanding of the requirement. The proposal must include a staffing chart (that includes estimated hours by task area and skill level).

Elements for evaluation of the staffing plan include but are not limited to:

- Describe your technical approaches to adequately staffing this project to meet the objectives and tasks outlined in this SOW. Provide unique staffing plans and staffing charts (plans/charts should clearly identify assigned personnel) and their specific tasks on the project; CNCS will not accept generic tables of personnel which do not clearly identify the proposed staff. Elements for evaluation of the staffing plan include, but are not limited to:
  - Overall staffing strategy;
  - Adequacy of proposed staffing to include estimated hours by task area and skill level;
  - Adequacy of proposed labor hours distribution among labor categories;

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- Sufficiency of the proposed staff to collectively possess adequate professional proficiency and work experience to complete the project (the contractor shall not allow staff without the required experience to work on this project);
  - Provide a work history and background for all key personnel assigned to this project;
  - Demonstration that proposed staff possess required security background investigations to complete work on this contract.
- Resumes are required for key personnel proposed for this task; resumes may also be submitted for other than key personnel. The resumes must demonstrate the individual's direct experience and qualifications for this requirement and that the proposed staff collectively possess adequate professional proficiency to complete the task. If staff resumes are submitted they will be evaluated to support overall staff proficiency. At a minimum, each resume shall include:
  - The individual's proposed labor category for the project;
  - Indication if the proposed personnel is a key or non-key personnel in this project;
  - The individual's position and dates employed by the contractor and/or other applicable employment history (include years of experience and dates employed);
  - A description of customer service experience based on past performance (especially healthcare benefit administration experience, knowledge with FAR, experience with other Federal government agencies, and participation on similar contracts performed by the proposing contractor as cited in the past performance references);
  - Education and college degree(s) received;
  - Professional accomplishments including professional certifications.

### **Factor 4: Information Technology Security and Privacy –**

- Describe and demonstrate the ability to comply with HIPPA, FISMA and CNCS System Security Requirements or the plan to become compliant including a timeline and date final for compliance;
- Describe and demonstrate the ability to comply with ALL Corporation for National and Community Service Security policies and requirements (to include security investigation backgrounds for proposed staff).

### **Factor 5: Past Performance**

- Provide a minimum of 3 references related to projects or contracts similar in scope and dollar amount to this project (must be for current work being done or work that has been done within the past 3 years and must include at least one reference from government clients other than CNCS);

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### **Factor 6: Transition Plan**

- Describe a plan for transition that specifies the steps that will be taken to ensure that services under this contract that are vital to the government and must be continued without interruption are continued. The plan must include phase-in for up to 90 days from contract award and phase-out services for up to 120 days from contract expiration.

### **Factor 7: Presentation and Interview**

- Oral presentations are optional under this solicitation. If CNCS elects to have oral presentations, the presentation will only be held with those offerors that are in the competitive range. Each offeror in the competitive range will receive its oral presentation schedule. Offerors shall present their written responses to Factors 1-6.

At the conclusion of all Oral Presentations (if conducted), the CNCS evaluation team will meet and discuss all offers and update the technical offer evaluations with the information provided during orals. Based on the insight gained through the oral presentation, evaluators may re-evaluate the written offers and increase or decrease an offerors position on evaluation factors 1-6.

### **M.3 PRICE EVALUATION FACTORS FOR AWARD**

The Corporation will evaluate Price Proposals based upon the following factors:

- COST/PRICE FACTORS will be analyzed to (a) determine what the Government should realistically expect to pay for the proposed effort; (b) assess the offeror's understanding of the work; and (c) assess the offeror's ability to perform the contract.

### **M.4 PAST PERFORMANCE**

Past performance information is one indicator of the offerors ability to perform the contract successfully and requires comprehensive treatment in response to the proposal. Evaluation of past performance will include a review of each offeror's overall corporate performance, experience, and accomplishments based on information supplied as well as information obtained from other sources. The currency and relevance of the information, source of the information, context of the data, and general trends in the contractor's performance shall be considered.

An adjectival rating system will be used( exceptional, very good, satisfactory, unsatisfactory, not applicable). In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance



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Offerors are further advised that in its analysis, the Government will also address past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement within such information is relevant to the instant acquisition.